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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,

Defendant

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)
) Civil Action No. 03CV4668 (HAA)
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Consolidated with:

STATE OF NEW JERSEY,

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,

Defendant.

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) Civil Action No. _____
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CONSENT DECREE

I. BACKGROUND

A. In September, 2003, the United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter against General Electric Company ("General Electric") pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Grand Street Mercury Site in Hoboken, Hudson County, New Jersey ("the Site").

B. The State of New Jersey (the "State") has also filed or will file a complaint against General Electric in this Court alleging that General Electric is liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. ("Spill Act"), the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (formerly the Environmental Cleanup Responsibility Act) ("ISRA/ECRA"), and the common law of nuisance, negligence and strict liability, all with respect to the Site. The State in its complaint seeks reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Site.

C. In 1996, EPA initiated a removal action at the Site to address the release and threat of release of mercury at the Site. The removal action included, inter alia, temporary relocation of residents of the former manufacturing buildings at the Site, which had been converted to residences, maintenance and site security. In September, 1997, EPA issued a Record of Decision

in which it selected as a permanent remedy at the Site, *inter alia*, continued temporary relocation and permanent relocation of the former residents, acquisition of the residents' property interests, demolition of the buildings at the Site, excavation and off-site disposal of contaminated soil and building debris, and investigation of groundwater at the Site.

D. On February 24, 1997, EPA issued Unilateral Administrative Order ("UAO") No. II-CERCLA-97-0108 to General Electric and John Pascale, Sr. UAO II-CERCLA-97-0108, as amended on May 6, 1997, ordered General Electric and Mr. Pascale to perform aspects of the removal action, including site maintenance and security. On April 1, 1998, EPA issued UAO No. II-CERCLA-98-0108 to General Electric. UAO No. II-CERCLA-98-0108, as amended on June 18, 1998, and September 28, 1998, required General Electric to perform certain aspects of the remedial action. General Electric complied with the two UAOs, as amended. By letter dated February 9, 2005, EPA notified General Electric that the response actions required under UAO No. II-CERCLA-97-0108 had been fully performed. By letter dated August 30, 2005, EPA notified General Electric that the response actions required under UAO No. II-CERCLA-98-0108 had been fully performed.

E. On March 1, 2005, General Electric filed a petition with the EPA's Environmental Appeals Board under Section 106(b)(2) of CERCLA, 42 U.S.C. § 9606(b)(2), for reimbursement of costs that General Electric incurred while implementing response actions at the Site pursuant to EPA's UAOs. The Environmental Appeals Board stayed the petition insofar as it concerned costs incurred by General Electric pursuant to UAO No. II-CERCLA-97-0108, and dismissed it as premature insofar as it concerned costs incurred by General Electric pursuant to UAO No. II-CERCLA-98-0108. On October 14, 2005, General Electric refiled the petition with respect to its

costs incurred in complying with UAO No. II-CERCLA-98-0108, simultaneously moving, with EPA's consent, to stay the 106(b)(2) Petition pending entry of this Consent Decree. On October 18, 2005, the Environmental Appeals Board consolidated the two petitions ("106(b)(2) Petition") and stayed further proceedings pending entry of this Consent Decree.

F. General Electric is party to actions already pending in the United States District Court for the District of New Jersey, consisting of three consolidated cases captioned Parker, et al. v. General Electric Company, et al., No 96-3774 (lead case for consolidation), Grand Street Artists, et al. v. General Electric Company, et al., No 96-3775, and Mastromauro v. General Electric Company, et al., No. 97-1123 (collectively, "the Related Litigation"), in which multiple claims, cross-claims and counterclaims have been asserted. The United States and the State were not parties to the Related Litigation.

G. In July 2003, respectively, the United States and the State of New Jersey ("Plaintiffs") filed complaints and concurrently lodged a consent decree with certain of the parties to the Related Litigation other than General Electric (the "2003 Consent Decree"). The 2003 Consent Decree provides that, upon entry, the settling defendants in those actions, captioned United States v. David Pascale, et al., Civil Action No. 03-3134 (HAA) and New Jersey v. David Pascale, et al., Civil Action No. 04-241, would reimburse a portion of the past response costs incurred by the Plaintiffs; the Plaintiffs would provide a covenant not to sue to the settling defendants; and that the settling defendants would receive contribution protection pursuant to Section 113(f) of CERCLA. During the comment period General Electric submitted comments to the United States objecting to the 2003 Consent Decree. By prior agreement of the parties to the 2003 Consent Decree and the Related Litigation, the actions filed by the United

States and New Jersey were consolidated with the Related Litigation. On December 23, 2003, Plaintiffs moved for entry of the 2003 Consent Decree. General Electric filed papers in opposition to the motion for entry of the 2003 Consent Decree.

H. Also in 2003, all the parties to the Related Litigation except General Electric entered into a settlement of all claims, cross-claims and counterclaims asserted in the Related Litigation (the "2003 Settlement Agreement"). The parties to the 2003 Settlement Agreement moved the Court for an order barring and dismissing with prejudice all claims, cross-claims and counterclaims asserted by General Electric in that action (the "Bar Order"). General Electric filed papers in opposition to the motion for entry of the Bar Order. The effectiveness of both the 2003 Consent Decree and 2003 Settlement Agreement is conditioned, *inter alia*, on final entry by the Court, including following any appeals, of the Bar Order and the 2003 Consent Decree.

I. As set forth in Section IX of this Consent Decree (Covenant Not to Sue by Settling Defendant) and Appendices C and D, General Electric agrees, *inter alia*, to withdraw its objections and opposition to the pending 2003 Consent Decree and to the Bar Order, and to withdraw the 106(b)(2) Petition.

J. Defendant General Electric in entering into this Consent Decree does not admit any liability to Plaintiffs or any other person arising out of the transactions or occurrences alleged in the complaints, nor does General Electric acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

K. The Plaintiffs and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that

settlement of this matter will avoid prolonged and complicated litigation among the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendant waives all objections and defenses that it may have to the jurisdiction of the Court or to venue in this District, except as set forth in Paragraph 31.b of this Consent Decree. Settling Defendant shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and the State, and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are

used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“Bar Order” shall mean the order barring and dismissing with prejudice all claims, cross-claims and counterclaims asserted by General Electric in the Related Litigation sought by the parties to the 2003 Settlement Agreement.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

“Consolidated Action” shall mean Civil Action No. 03-3134 and Civil Action No. 04-241, which were filed concurrently with the 2003 Consent Decree.

“CRIS Account” shall mean the interest-bearing account established in this action by the Clerk of the United States District Court for the District of New Jersey through the Court Registry Investment System (“CRIS”), pursuant to Rule 67 of the Federal Rules of Civil Procedure and Local Rule 67.1(a)(2) of the Local Civil Rules of the New Jersey District Court.

“Day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

“EPA” shall mean the United States Environmental Protection Agency and any

successor departments, agencies or instrumentalities of the United States.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the rate specified for interest for the CRIS Account.

“106(b)(2) Petition” shall mean the consolidated petition filed by General Electric with EPA’s Environmental Appeals Board under Section 106(b)(2) of CERCLA, 42 U.S.C. § 9606(b)(2), for reimbursement of costs that General Electric incurred while implementing response actions at the Site pursuant to unilateral administrative orders issued by EPA.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States, the State of New Jersey, and Settling Defendant.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs and all costs that EPA reimbursed to the State, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site through the date of lodging of this Consent Decree, plus accrued Interest on all such costs through such date. Such costs shall also include costs incurred and to be incurred by EPA in connection with the Site after such date for (1) the delisting of the Site; (2) maintenance and security, prior to its sale by the United States, of the property located at 720 and 722-732 Grand Street, Hoboken, New Jersey, and the sale and transfer by the United States of such property; (3) preparation of the response to comments on this Consent Decree and finalization of this Consent Decree; (4) finalization of the settlements in the Related Litigation;

(5) implementation of GE's dismissal of the 106(b)(2) Petition; and (6) community relations associated with items (1) through (5); but shall include no other future response costs of the United States.

"Plaintiffs" shall mean the United States and the State of New Jersey.

"Related Litigation" shall mean actions pending in the United States District Court for the District of New Jersey, consisting of three consolidated cases captioned Parker, et al. v. General Electric Company, et al., No 96-3774 (lead case for consolidation), Grand Street Artists, et al. v. General Electric Company, et al., No 96-3775, and Mastromauro v. General Electric Company, et al., No. 97-1123.

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendant" or "General Electric" shall mean Defendant General Electric Company.

"Settling Defendant Past Response Costs" shall mean all costs that Settling Defendant General Electric has paid at or in connection with the Site through the date of lodging of this Consent Decree, including all costs that are included in the 106(b)(2) Petition; and shall further include the costs of record retention and the costs of implementing any other obligations under this Consent Decree.

"Site" shall mean the Grand Street Mercury Superfund Site, encompassing approximately 0.63 acres, located at 720 and 722-732 Grand Street in the City of Hoboken, Hudson County, New Jersey, and the areal extent of the contamination from the property, including any properties to which hazardous substances have migrated or threaten to or may

migrate. The Site is generally shown on the map attached as Appendix A to this Consent Decree.

“Spill Act Directive” shall mean the Directive and Notice to Insurers for this Site dated January 26, 1998, issued to Settling Defendant by the State pursuant to the Spill Act.

“State” shall mean the State of New Jersey.

“State Past Response Costs” shall mean (1) all costs, including but not limited to direct and indirect costs (including the State’s share of response costs under Section 104(c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3)), that the State has paid or incurred at or in connection with the Site through the date of lodging of this Consent Decree, plus accrued Interest on all such costs through such date, and (2) all costs associated with the taking of reasonable measures to prevent or mitigate damage to the public health, safety or welfare, including but not limited to public or private property, including wildlife and other natural resources, including costs incurred by the State for the indemnification and legal defense of contractors pursuant to Section 1 through 11 of P.L. 1991, c. 373 (C.58:10-23.11f(8) through 58:10-23.11f(19)), pursuant to N.J.S.A. 58:10-23.11b, but not including amounts reimbursed to the State by EPA.

“2003 Consent Decree” shall mean the consent decree that the United States lodged with the District of New Jersey in December, 2003, with the settling defendants in United States v. David Pascale, et al., Civil Action No. 03-3134 (HAA) and New Jersey v. David Pascale, et al., Civil Action No. 04-241, which cases ultimately were consolidated with the Related Litigation.

“United States” shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF PLAINTIFFS' RESPONSE COSTS

4. Settling Defendant shall pay to Plaintiffs Three Million Dollars (\$3,000,000.00), plus Interest, such monies to be paid from the CRIS Account as set forth in this Section.

5. Settling Defendant has placed Three Million Dollars (\$3,000,000.00) into the CRIS Account established by the Court Order dated November 2, 2005, attached as Appendix B hereto.

6. Payment of Past Response Costs: Two Million Eight Hundred and Five Thousand Dollars (\$2,805,000), and any Interest that has accrued on the principal of \$2,805,000, shall be disbursed to the United States from the CRIS Account upon final entry of this Consent Decree, the 2003 Consent Decree, and the Bar Order, dismissal with prejudice of the 106(b)(2) Petition, and court approval of the 2003 Settlement Agreement as a settlement involving minors, and exhaustion of any appeals process for any of those events. Upon completion of such events and exhaustion of any appeals, the United States shall apply to the Court for disbursements to be made in the foregoing amount and for the amount to be disbursed to the State in Paragraph 9 below from the CRIS Account. Settling Defendant hereby consents to the application and agrees to take such other reasonable steps as the United States may request in support of the application for disbursement of the funds.

7. The disbursement made from the CRIS Account to the United States pursuant to this Section shall be made by check payable to the United States Department of Justice. The check shall be mailed to the Office of the United States Attorney, 970 Broad Street, Suite 700, Newark, New Jersey 00705. This Consent Decree shall be deemed an application for return of any miscellaneous schedule fee for the handling of registry funds deducted by the Clerk of the

Court pursuant to Local Rule 67.1. Upon entry of this Decree, any such fee shall be restored to the United States in the disbursements to the United States provided for in Paragraph 6.

8. The total amount to be paid to the United States pursuant to this Section of this Consent Decree shall be deposited by EPA to the EPA Hazardous Substance Superfund.

9. Payment of State Past Response Costs. One Hundred and Ninety Five Thousand Dollars (\$195,000), and any Interest that has accrued on the principal of \$195,000, shall be disbursed to the State from the CRIS Account in reimbursement of State Past Response Costs, upon final entry of this Consent Decree, the 2003 Consent Decree, and the Bar Order, dismissal with prejudice of the 106(b)(2) Petition, and court approval of the 2003 Settlement Agreement as a settlement involving minors, and exhaustion of any appeals process for any of those events. The United States shall make application to obtain that payment as a disbursement from the CRIS Account as set forth above. Payment shall be made in the form of a certified check or cashier's check made payable to "Treasurer, State of New Jersey" and shall reference State of New Jersey v. General Electric. The check shall be sent to:

Attn: Rachel Jeanne Lehr
Deputy Attorney General
Hazardous Site Litigation Section
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
Post Office Box 093
Trenton, New Jersey 08625-0093

10. Until such time as the United States applies for disbursement of the funds in the CRIS account pursuant to this Section V, all funds paid into the CRIS account shall remain in the CRIS account and shall not be withdrawn by any person, unless the United States determines that

it will not move to enter the Consent Decree, or the Court or Court of Appeals declines to approve this Consent Decree in the form presented, or the Consent Decree otherwise becomes null and void as set forth in Section X (Effect of Settlement). In either such case, Settling Defendant shall move that all sums deposited in the CRIS Account shall be returned to it, together with any Interest that has accrued, subject to the custodial fee of 10% of the interest earned on the account.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

11. Interest on Late Payments. If General Electric fails to make any payment under Section V above by the required due date, it shall be required to pay the same amount of Interest as would have accrued in the CRIS Account had General Electric deposited its payment on December 1, 2005, as required by Section V.

12. Stipulated Penalty.

a. If Settling Defendant fails to pay the amount required in Section V into the CRIS Account, or to take such reasonable steps as the United States may request in support of the United States' application for disbursement of the funds pursuant to Section V, Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA and the State, as a stipulated penalty, in addition to the interest required in the foregoing Paragraph, \$2000.00 per violation per day. General Electric shall pay fifty percent (50%) of the stipulated penalty amount to EPA and fifty percent (50%) to the State.

b. If Settling Defendant fails to make any of the filings required by Section IX of this Consent Decree, or in any other way impedes court approval of the 2003 Settlement Agreement as a settlement involving minors, entry of the Bar Order or of the 2003 Consent

Decree, or dismissal of its 106(b)(2) Petition with prejudice, Settling Defendant shall be in violation of this Consent Decree and shall pay to EPA or the State, as a stipulated penalty, \$2000.00 per violation per day of such violation. General Electric shall pay fifty percent (50%) of the stipulated penalty amount to EPA and fifty percent (50%) to the State.

c. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA and the State. Settling Defendant shall make all payments to EPA required by this Paragraph by EFT to Mellon Bank, Pittsburgh, PA, by providing the following information to its bank:

- (i) Amount of payment;
- (ii) Title of Mellon Bank Account to receive the payment: EPA;
- (iii) Account Code for Mellon Bank Account receiving the payment
- (iv) Mellon Bank ABA Routing Number: 043000261;
- (v) Name and Address of Settling Defendant;
- (vi) Civil Action No. 03CV- 4668; and
- (viii) Site/Spill Identifier: 02-GT.

d. At the time of each payment, Settling Defendant shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the name and address of General Electric Company, the Grand Street Mercury Superfund Site, EPA Region 2 and Site Spill ID Number 02-GT, DOJ Case Number 90-11-3-1769, and Civil Action No. 03CV- 4668 (HAA).

e. All payments to the State under this Paragraph shall be identified as "stipulated penalties," and shall be made by certified or cashier's check made payable to "Treasurer, State of New Jersey," shall reference State of New Jersey v. General Electric Company, and shall be sent to:

Attn: Rachel Jeanne Lehr
Deputy Attorney General
Hazardous Site Litigation Section
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
Post Office Box 093
Trenton, New Jersey 08625-0093

f. Penalties shall accrue as provided in this Paragraph regardless of whether EPA or the State has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

13. If the United States or the State brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

14. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

15. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payments as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANTS NOT TO SUE BY PLAINTIFFS

16. Covenant Not to Sue by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments to it required by Section V and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

17. Covenant Not to Sue by the State. Except as specifically provided in Section VIII (Reservation of Rights by Plaintiffs), the State covenants not to sue or to take administrative action against Settling Defendant pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. ("Spill Act"), the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. (formerly the Environmental Cleanup Responsibility Act) ("ISRA/ECRA"), and the common law of nuisance, negligence and strict liability, to recover State Past Response Costs and/or to enforce the Spill Act Directive. This covenant not to sue shall take effect upon receipt by the State of all payments to it required by Section V and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY PLAINTIFFS

18. Reservation of Rights by United States: The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by the United States in Section VII. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

19. Reservation of Rights by the State: The State reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the Covenant Not to Sue by the State in Section VII. Notwithstanding any other provision of this Consent Decree, the State reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;

- b. liability for costs incurred or to be incurred by the State that are not within the definition of State Past Response Costs;
- c. liability, other than with respect to the Spill Act Directive, for injunctive relief or administrative order enforcement or directive under N. J. S. A. 58:10-23.11u;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANT

20. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State, or their contractors or employees, or the New Jersey Spill Compensation Fund, with respect to Past Response Costs, State Past Response Costs, or Settling Defendant Past Response Costs, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs, State Past Response Costs, and Settling Defendant Past Response Costs; or
- c. any claim arising out of the response actions at the Site for which the Past Response Costs, the State Past Response Costs, and Settling Defendant Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended,

or at common law. Nothing in this Paragraph 20.c, however, shall be construed to preclude Settling Defendant from asserting the claims put forth by Settling Defendant in General Electric Co. v. Johnson (D.D.C.), Civ. No. 1:00CV02855 (JDB), (including any appeals from the District Court's decision in that case), or from asserting such claims in other federal or state cases. In the event that General Electric prevails in that action, it waives any claim or right to recover any of Settling Defendant Past Response Costs, or to alter the terms and obligations of this Consent Decree in any way.

21. Settling Defendant agrees to withdraw with prejudice its pending counter-claim in this action. Such withdrawal shall not preclude Settling Defendant from asserting the same or similar claims in any matter pertaining to a different site. Plaintiffs shall not assert in such other matter that such claims are barred by principles of *res judicata* or collateral estoppel by virtue of Settling Defendant's withdrawal of its pending counterclaim in this action, but otherwise reserve their right to assert any other arguments in opposition to such claims at another site, including but not limited to the arguments in the United State's Motion to Dismiss GE's Counterclaim in this action.

22. Settling Defendant agrees to file, no later than ten days from the date of filing of a Motion to Enter this Consent Decree, a notice in the Consolidated Action (1) withdrawing its Objections to the 2003 Consent Decree and its Opposition to Plaintiffs' Motion to Enter the 2003 Consent Decree; and (2) withdrawing its Opposition to the Motion for Entry of the Bar Order. Settling Defendant shall have the right to renew such Objections and Oppositions only in the event this Court denies the Motion to Enter this Consent Decree as lodged or it otherwise becomes null and void as set forth in Section X. General Electric's notice shall be substantially in the form

attached as Appendix C.

23. As reflected in Appendix C, Settling Defendant further waives and relinquishes any right to appeal entry of the Bar Order and the 2003 Consent Decree and shall reserve the right to renew such rights only in the event this Court fails to enter this Consent Decree as lodged or it otherwise becomes null and void as set forth in Section X.

24. As set forth in Paragraph 20 above, Settling Defendant agrees not to assert any claims under Section 106(b)(2) of CERCLA against the Plaintiffs with respect to Past Response Costs, State Past Response Costs, or Settling Defendant Past Response Costs. Upon final entry of this Consent Decree, the 2003 Consent Decree, and the Bar Order, and court approval of the 2003 Settlement Agreement as a settlement involving minors, and exhaustion of any appeals process for any of those events, Settling Defendant shall move the Environmental Appeals Board to dismiss, with prejudice, the 106(b)(2) Petition. That motion shall be substantially in the form attached as Appendix D. In the interim, Settling Defendant agrees that it will not seek to have the Environmental Appeals Board lift the current stay of the 106(b)(2) Petition and will not otherwise seek to prosecute the 106(b)(2) Petition, unless the Court fails to enter this Consent Decree or this Consent Decree otherwise becomes null and void as set forth in Section X.

25. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. This Consent Decree is conditioned upon entry by the Court of the Bar Order and the 2003 Consent Decree; upon court approval of the 2003 Settlement Agreement as a settlement

involving minors; upon withdrawal of the 106(b)(2) Petition as set forth in Paragraph 24; and upon exhaustion of any appeals process. If either or both of the Bar Order or the 2003 Consent Decree is not entered as a final judgment and order, or if such judgment is reversed on appeal, or is entered in a way which frustrates its intent or to renders it ineffective in accomplishing its purposes, this Consent Decree shall be null and void in its entirety. Likewise, if the 2003 Settlement Agreement is not approved by the Court in the form presented as a settlement involving minors, or such entry is reversed on appeal, this Consent Decree shall be null and void in its entirety. Settling Defendant shall withdraw its 106(b)(2) Petition and this Consent Decree is further conditioned upon its waiver and relinquishment of the Petition and shall be null and void if such proceedings continue in any way. In the event the Consent Decree is rendered null and void pursuant to this Paragraph, Settling Defendant may seek to have the funds it paid into the CRIS Account returned to it as set forth in Section V.

27. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as set forth in Paragraph 29, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendant is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are

all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State or any other person.

29. General Electric agrees not to assert any CERCLA claims or CERCLA causes of action that it may have, and shall dismiss any pending CERCLA claims or CERCLA causes of action that it already has asserted, for Past Response Costs, State Past Response Costs, and Settling Defendant Past Response Costs, including for contribution and common law indemnification, against any other party to the Related Litigation. This waiver shall not apply with respect to any defense, claim, or cause of action that General Electric may have against any person if such person asserts a claim or cause of action relating to the Site against General Electric.

30. Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ and the State in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ and the State in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ and the State within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

31. a. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other

defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiffs set forth in Section VII.

b. Notwithstanding any other provision of this Consent Decree, in the event that this Consent Decree is not entered or is rendered null and void, Settling Defendant specifically reserves the right to defend the complaint filed by the State in this case, including but not limited to a defense that the State's claims are barred by the applicable statutes of limitation. The State shall not claim that any defense advanced by Settling Defendant is untimely based on Settling Defendant's failure to assert it prior to a determination that this Consent Decree would not be entered or was rendered null and void. In like manner, notwithstanding any other provision of this Consent Decree, in the event that this Consent Decree is entered and is not otherwise rendered null and void, Settling Defendant will not oppose in any way, or for any reason, the complaint filed by the State against Settling Defendant.

XI. RETENTION OF RECORDS

32. Until 7 years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

33. After the conclusion of the 7-year document retention period in the preceding paragraph, Settling Defendant shall notify EPA and DOJ and the State at least 90 days prior to the

destruction of any such records, and, upon request by EPA or DOJ or the State, Settling Defendant shall deliver any such records to EPA or the State, except for privileged documents. Settling Defendant may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide Plaintiffs with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiffs in redacted form to mask the privileged information only. Settling Defendant shall retain all records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant's favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

34. Settling Defendant hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site in violation of any rules of the federal court.

XII. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at

the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, the State, and Settling Defendant, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-1769)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
Region II
290 Broadway, 17th Floor
New York, NY 10007-1866
Attn: Sarah P. Flanagan, Grand Street Mercury Site Attorney

Richard Manna, Chief
Financial Management Branch
U.S. Environmental Protection Agency
Region II
290 Broadway, 29th Floor
New York, NY 10007-1866

As to the State:

Attn: Section Chief
Hazardous Site Litigation Section
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
Post Office Box 093
Trenton, New Jersey 08625-0093

As to Settling Defendant General Electric:

Kirk Macfarlane
Counsel, GE Corporate Environmental Program
640 Freedom Business Center
King of Prussia, PA 19406

Samuel I. Gutter
Sidley Austin LLP
1501 K Street, N.W.
Washington, DC 20005

XIII. RETENTION OF JURISDICTION

36. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

37. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A	Map of the Site
Appendix B	Order Establishing CRIS Account
Appendix C	Form of General Electric Company's Withdrawal of Opposition to Consent Decree and Bar Orders
Appendix D	Form of General Electric Company's Motion for Voluntary Dismissal of Petition for Reimbursement Under Section 106(b)(2) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

38. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold

its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

39. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

40. The undersigned representative of General Electric, the Assistant Attorney General of the Environment and Natural Resources Division of the United States Department of Justice and the Director of the Division of Remediation Support of the New Jersey Department of Environmental Protection certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

41. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

42. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of Settling Defendant with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons and filing of a waiver of service.

XVII. FINAL JUDGMENT

43. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the State, and the Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. General Electric, Civil Action No. 03CV4668 (HAA), and its consolidated case, State of New Jersey v. General Electric Company, relating to the Grand Street Mercury Superfund Site.

FOR THE UNITED STATES OF AMERICA

SUE ELLEN WOOLDRIDGE
ASSISTANT ATTORNEY GENERAL
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

NANCY FLICKINGER
SCOTT BAUER
CATHERINE ADAMS FISKE
U.S. Department of Justice
Environmental Enforcement Section
Environment and Natural Resources Division
Ben Franklin Station
P.O. Box 7611
Washington, DC 20044

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. General Electric, Civil Action No. 03CV4668 (HAA), and its consolidated case, State of New Jersey v. General Electric Company, relating to the Grand Street Mercury Superfund Site.

CHRISTOPHER J. CHRISTIE
United States Attorney
District of New Jersey

By: _____
SUSAN STEELE
Deputy Chief, Civil Division
Office of the United States Attorney
District of New Jersey
970 Broad Street, 7th Floor
Newark, NJ 07102
(973) 645-2844

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. General Electric, Civil Action No. 03CV4668 (HAA), and its consolidated case, State of New Jersey v. General Electric Company, relating to the Grand Street Mercury Superfund Site.

GEORGE PAVLOU

Director of the Emergency and Remedial Response
Division

U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

SARAH P. FLANAGAN

Assistant Regional Counsel

U.S. Environmental Protection Agency
290 Broadway
New York, NY 10007-1866

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. General Electric, Civil Action No. 03CV4668 (HAA), and its consolidated case, State of New Jersey v. General Electric Company, relating to the Grand Street Mercury Superfund Site.

FOR THE STATE OF NEW JERSEY

Date: 1/23/06

C.
LEONARD J. ROMINO
Director
Division of Remediation Support
New Jersey Department of Environmental Protection
401 East State Street
P.O. Box 413
Trenton, NJ 08625

NANCY KAPLEN
ACTING ATTORNEY GENERAL OF NEW JERSEY

Date: 1/24/06

BY: RACHEL JEANNE LEHR
Deputy Attorney General
Department of Law and Public Safety
Division of Law
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, New Jersey 08625-0093

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. General Electric, Civil Action No. 03CV4668 (HAA), and its consolidated case, State of New Jersey v. General Electric Company, relating to the Grand Street Mercury Superfund Site.

FOR DEFENDANT GENERAL ELECTRIC COMPANY

Date: 2/9/06

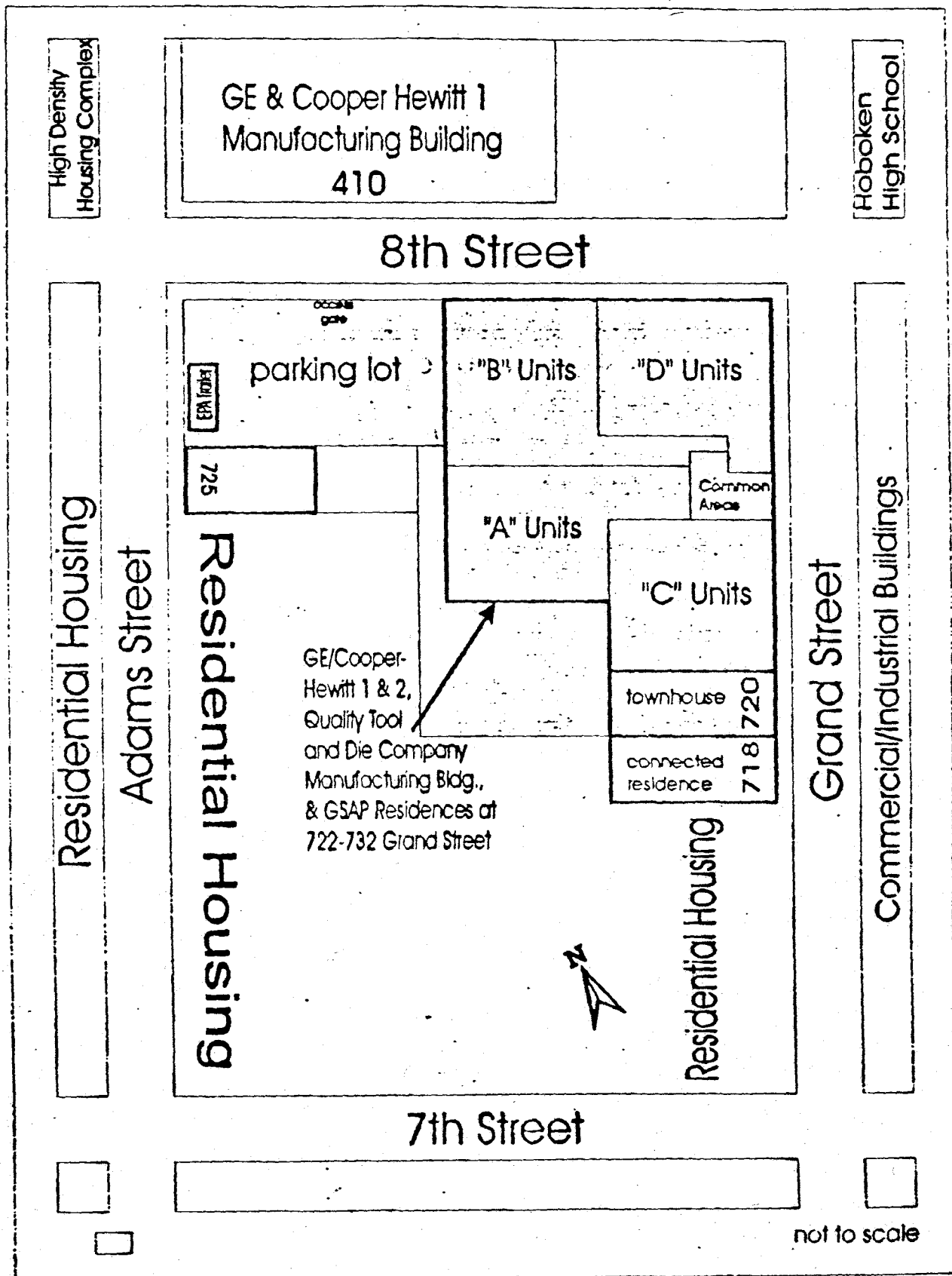
Vice President
[address] 3135 Easton Turnpike
Fairfield, CT 06828

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Kirk Macfarlane
Counsel, GE Corporate Environmental Programs
640 Freedom Business Center
King of Prussia, PA 19406

APPENDICES

APPENDIX A TO CONSENT DECREE



APPENDIX B TO CONSENT DECREE

NANCY FLICKINGER
SCOTT BAUER
CATHERINE ADAMS FISKE
U.S. DEPARTMENT OF JUSTICE
ENVIRONMENTAL ENFORCEMENT SECTION
ENVIRONMENT AND NATURAL RESOURCES DIVISION
BEN FRANKLIN STATION
P.O. BOX 7611
WASHINGTON, DC 20044
(202) 514-5258

SUSAN STEELE
DEPUTY CHIEF, CIVIL DIVISION
OFFICE OF THE UNITED STATES ATTORNEY
DISTRICT OF NEW JERSEY
970 BROAD STREET, ROOM 400
(973) 645-2700
SS 7042

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,

Plaintiff,

v.

GENERAL ELECTRIC COMPANY,

Defendant

) Civil Action No. 03CV4668 (HAA)

**ORDER GRANTING MOTION FOR A STAY
AND TO DEPOSIT SUM OF MONEY WITH THE COURT**

This matter having come before the Court upon the Assented to Motion of the United States For A Stay and to Deposit Sum of Money with the Court pursuant to Federal Rule of Civil Procedure 67 and Local Rule 67.1, and the Court having considered the motion,

NOW, THEREFORE, it is on this 2nd day of November, 2005;

ORDERED that the Assented to Motion of the United States for a Stay and to Deposit Sum of Money with the Court shall be, and is hereby, granted and that the proceedings are stayed for 120 days from the date of this Order; it is

FURTHER ORDERED that the sum of money to be deposited with the Court, to wit; three million dollars (\$3,000,000), be deposited by the Clerk into the Registry of this Court and then, as soon as the business of his or her office allows, the Clerk shall deposit these funds into the interest-bearing Court Registry Investment System (C.R.I.S.) pursuant to L.Civ.R. 67.1(a)(2); it is

FURTHER ORDERED that payment shall be made by certified or bank check made payable to the "Clerk, United States District Court, CA# 03-4668" and a copy of the payment document shall be sent to counsel for the United States; it is

FURTHER ORDERED that sum of money so invested in the interest-bearing C.R.I.S. fund shall remain on deposit until further order of this Court at which time the funds, together with interest thereon, shall be retrieved by the Clerk and redeposited into the non-interest-bearing Registry of the Court for disposition pursuant to the further order of the Court; it is

FURTHER ORDERED that the Custodian deduct a miscellaneous schedule fee for the handling of registry funds, as authorized by the Judicial Conference of the United States and Standing Order of this court dated June 30, 1989, as amended November 30, 1990, of 10% of the income earned on this account and each subsequent deposit of new principal so deposited while invested in the C.R.I.S., except that the fee deducted from any funds to be received by the United States shall be restored pursuant to the Notice of the Administrative Office of the United States Court published at 56 Fed. Reg. 56356-01 (November 4, 1991); and it is

FURTHER ORDERED that a certified copy of this Order shall be personally served upon the Clerk of this Court, the Chief Deputy Clerk, or upon the Chief Financial Deputy Clerk by defendant General Electric Company. 1

UNITED STATES DISTRICT JUDGE

APPENDIX C

James A. Moss (JAM-6856)
HERRICK, FEINSTEIN LLP
2 Penn Plaza, 11th Fl.
Newark, New Jersey 07105-2245
(973) 274-2000

Samuel I. Gutter
SIDLEY AUSTIN LLP
1501 K Street, N.W.
Washington, DC 20005
(202) 736-8167

Attorneys for Defendant
General Electric Company

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

-----X		
KATHERINE PARKER, <i>et al.</i> ,	:	CIVIL ACTION NO. 96-3774 (HAA)
Plaintiffs,	:	
vs.	:	
	:	
GENERAL ELECTRIC CO., <i>et al.</i> ,	:	
Defendants.	:	
-----X		
GRAND STREET ARTISTS, <i>et al.</i> ,	:	consolidated with:
Plaintiffs,	:	
vs.	:	CIVIL ACTION NO. 96-3775 (HAA)
	:	
GENERAL ELECTRIC CO., <i>et al.</i> ,	:	
Defendants.	:	
-----X		
ANTHONY MASTROMAURO,	:	consolidated with:
Plaintiff,	:	
vs.	:	CIVIL ACTION NO. 97-1123 (HAA)
	:	
GENERAL ELECTRIC CO., <i>et al.</i> ,	:	
Defendants.	:	
-----X		
UNITED STATES OF AMERICA,	:	consolidated with:
Plaintiff,	:	
vs.	:	CIVIL ACTION NO. 03-3134 (HAA)
	:	
DAVID PASCALE, <i>et al.</i> ,	:	
Defendants.	:	
-----X		
STATE OF NEW JERSEY,	:	consolidated with:
Plaintiff,	:	
vs.	:	NO CIVIL ACTION NUMBER
	:	
DAVID PASCALE, <i>et al.</i> ,	:	
Defendants.	:	
-----X		

**GENERAL ELECTRIC COMPANY'S WITHDRAWAL OF
OPPOSITION TO CONSENT DECREE AND BAR ORDERS**

On July 1, 2003, the United States lodged a consent decree with this Court ("the 2003 Consent Decree") among all parties to these consolidated cases other than General Electric Company ("GE"). The United States on December 23, 2003 moved the Court to enter the 2003 Consent Decree, and GE opposed.

Also pending before this Court are several motions filed on behalf of certain plaintiffs and defendants in these consolidated actions, asking this Court to bar and dismiss with prejudice certain claims, cross-claims and counterclaims asserted against them by GE ("the Bar Orders"). GE has opposed entry of the Bar Orders, as well.

The Court also has pending before it a consent decree in *United States v. General Electric Company*, No. 03-CV-4668 (HAA) ("the 2005 Consent Decree"). The United States has moved to enter the 2005 Consent Decree. As set forth in Section X of the 2005 Consent Decree, entry of that settlement is conditioned upon the Court's entry of the 2003 Consent Decree and the Bar Orders. A copy of the 2005 Consent Decree is attached hereto.

GE hereby withdraws its opposition to the United States' motion to enter the 2003 Consent Decree, and GE waives and relinquishes its right to appeal entry of the 2003 Consent Decree. Further, GE hereby withdraws its opposition to the motions for entry of the Bar Orders, and waives and relinquishes its right to appeal entry of the Bar Orders. As set forth in Section IX of the 2005 Consent Decree, GE reserves its rights to renew its opposition to the 2003 Consent Decree and/or the Bar Orders, and its appeal rights related thereto, only in the event that the Court denies the motion to enter the 2005 Consent Decree, or the 2005 Consent Decree otherwise becomes null and void, as set forth in Section X of the 2005 Consent Decree.

Respectfully submitted,

GENERAL ELECTRIC COMPANY

By: _____

James A. Moss
Herrick, Feinstein LLP
2 Park Ave.
New York, NY 10016
(212) 592-1414

Samuel I. Gutter
Sidley Austin LLP
1501 K Street, N.W.
Washington, DC 20005
(202) 736-8167

Kirk Macfarlane
Counsel, GE Corporate Environmental Programs
640 Freedom Business Center
King of Prussia, PA 19406
(610) 992-7976

_____, 2006

**BEFORE THE ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.**

Grand Street Mercury Site,
General Electric Company, Petitioner

Unilateral Administrative Orders
Docket No. II-CERCLA-97-0108
Docket No. II-CERCLA-98-0108

GE is authorized to represent that EPA concurs that each side shall bear its own costs related to these petitions.

Respectfully submitted,

GENERAL ELECTRIC COMPANY

By: _____
Samuel I. Gutter
SIDLEY AUSTIN LLP
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James A. Moss
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640 Freedom Business Center
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_____, 2006